

**West Jackson County Utility District  
7200 McCann Road  
Biloxi, Mississippi 39532  
October 19, 2023**

**Regular Meeting**

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**MINUTES**

**1.0 Call Meeting to Order:**

The West Jackson County Utility District (WJCUD) convened the scheduled board meeting October 19, 2023, at the WJCUD general office building, 7200 McCann Road, Biloxi, MS. The meeting was called to order by Mr. Mike Montgomery, Chairman of the Board, at 8:59 A.M., and it was determined that a quorum was present. A notice was posted informing the public of the meeting time. The following individuals were present:

|                       |                                              |
|-----------------------|----------------------------------------------|
| Mr. Mike Montgomery   | Chairman, WJCUD                              |
| Ms. Joan Strayham     | Vice-Chairman, WJCUD – called in             |
| Mr. Andrew Westfall   | Secretary/Treasurer, WJCUD                   |
| Mr. Curtis Spiers     | Commissioner, WJCUD                          |
| Mr. Josh Danos        | Board Attorney, WJCUD                        |
| Mr. Brian Bennett     | Interim / Deputy Director, WJCUD             |
| Ms. Laura Davis       | Financial Controller, WJCUD                  |
| Ms. Donna Catalanatto | Human Resources Manager, WJCUD               |
| Ms. Whitney McCarra   | Accountant II, WJCUD                         |
| Ms. Amanda Parisi     | Assets Manager & Grants Administrator, WJCUD |
| Mr. Gerrod Kilpatrick | MP Design Group                              |

Members of the Public:

**2.0 Invocation / Pledge of Allegiance**

Opening prayer was given by Laura Davis – Wells of Southgate Ministries / Sound House Church.

**3.0 Change to Meeting Agenda**

**4.0 Community Input**

## **5.0 Consent Agenda**

### **5.1 Reading of Previous Minutes**

**5.1.1 Previous Minutes – September 21, 2023**

**5.1.2 Previous Minutes – October 5, 2023**

### **5.2 Financial Reports**

### **5.3 Purchase Requisitions**

### **5.4 Docket of Claims**

**Lines 1 – 77 / \$1,645,114.93**

### **5.5 Leak Credits**

### **5.6 Grinder Station Approvals**

Mr. Westfall made a motion, seconded by Mr. Spiers, approving the Consent Agenda as presented. Motion passed unanimously.

## **6.0 Old Business**

### **6.1 Quail Creek Gravity Interceptor, Phase 2**

Mr. Spiers made a motion, seconded by Mr. Westfall, approving Quail Creek Gravity Interceptor Project, Phase 2, Pay Application No. 04 to L-J Construction, Inc. in the amount of \$19,224.40 as recommended by MP Design Group. Motion passed unanimously.

### **6.2 Wastewater Facilities Plan, Phase 4**

Mr. Westfall made a motion, seconded by Mr. Spiers, approving Wastewater Facility Improvement Project, Phase 4, Pay Application No. 10 to CB Developers, Inc. in the amount of \$292,589.79 as recommended by MP Design Group, contingent upon approval by the Mississippi Department of Environmental Quality for currently reimbursable items. Motion passed unanimously.

### **6.3 Amendment to the Budget FYE 2024**

Mr. Westfall made a motion, seconded by Mr. Spiers, approving the amendment to the Budget FYE 2024 as presented. Motion passed unanimously.

## **7.0 New Business**

### **7.1 Draft Employee Handbook Revision**

A motion was made by Mr. Spiers to approve the proposed revisions to the employee handbook, and in addition to require a doctor's excuse for any sick leave beyond 2 days. The motion was seconded by Mr. Westfall and passed unanimously.

## **8.0 Correspondence**

Included for the Board's review was the following:

- WJCUD Customer Service Billing Manager email (2023 10 11) regarding Customer thank you email for excellent customer service by Jonah Fortier on an after hours emergency service call
- Maintenance Operations Weekly Report (2023 10 03)
- JCPC Minutes (2023 09 20) – regarding Jackson County Planning / Zoning Meeting Minutes
- MS Dept. of Environmental Quality letter (2023 09 28) to WJCUD regarding MBE/WBE Documentation Approval for Wastewater Facility Improvement Project Phase 3

## **9.0 District Operations**

### **9.1 Attorney Report**

The Board Attorney and the Interim/Deputy Director discussed the consideration and recommendation of entering into a Memorandum of Agreement with The Breakers OS, LLC regarding a partial waiver in sewer capacity fees in exchange for boring underneath Cook Road to provide a sewer connection from the District's existing sewer main to the Breakers Apartment Complex, utilizing 10" Certalok pipe and two sanitary sewer manholes which will allow the District to provide service to developments beyond the Breakers Apartment Complex.

Mr. Westfall made a motion to approve and authorize the Memorandum of Agreement between the District and The Breakers OS, LLC as presented, and further ordered that the Director is authorized to execute any and all documents necessary for this purpose. The motion was seconded by Mr. Spiers and passed unanimously.

### **9.2 Director Report**

Updates were given on the following:

- Billing Summary attached for September 2023 (see **TABLE**)
  - \$990,465.33 (compared to \$849,232.79 in September 2022) 16.6 % increase
  - 8,621 active customers (compared to 8,398 in September 2022) 2.7 % increase
- Water Production – September 2023 (see **TABLE**)

- 65.3 MG - Total Production
  - 61.1 MG – Water Sold
  - -2.4 MG – Flushing (-4%)
  - 2.7 MG – Unaccounted For (16%)
- Income Statement – FY 2023 twelve months ending September 30, 2023
  - Liquid Assets – as of September 30, 2023

#### **10.0 Executive Session – If So Move**

A motion was made by Mr. Westfall to enter executive session in order to discuss the Miller Enterprises litigation. The motion was seconded by Mr. Spiers and passed unanimously.

During executive session, a motion was made by Mr. Westfall to reject the offer to settle the bored line claim within the Miller Enterprises litigation, and to counter the offer with a demand of \$427,500.00 or to fix the line at their cost within the specifications of the project. The motion was seconded by Mr. Spiers and passed unanimously.

A motion was made by Mr. Spiers to re-enter open session. The motion was seconded by Mr. Westfall and passed unanimously.

Mrs. Strayham left the meeting at 10:25 AM.

#### **11.0 Other Business**

A motion was made by Mr. Westfall to return to one Board meeting each month on the 3rd Thursday of the month. The motion was seconded by Mr. Spiers and passed unanimously.

#### **12.0 Adjournment**

A motion was made by Mr. Spiers, seconded by Mr. Westfall, to adjourn the meeting at 10:36 A.M., October 19, 2023. Motion passed unanimously.




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Andrew Westfall  
SECRETARY/TREASURER, WJCUD



ORDER NUMBER \_\_\_\_\_

**WHEREAS**, the West Jackson County Utility District (hereinafter, "the District") has entered into a contract with L-J Construction, Inc. (hereinafter, "L-J") relating to the Quail Creek Interceptor Project; and

**WHEREAS**, Staff requests Board consideration and approval of **Pay Application No. 4** for the amount of **\$19,224.40** as recommended by MP Design; and

**WHEREAS**, the Board of Commissioners hereby finds that approval of this request is in the best interests of the District;

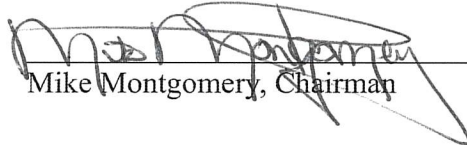
**IT IS THEREFORE ORDERED** by the Board of Commissioners of West Jackson County Utility District, that Pay Application 4 is hereby approved and authorized.

**IT IS FURTHER ORDERED** that the Director is authorized to execute any and all documents necessary for this purpose.

The motion to approve the foregoing Order was made by Spiers, seconded by Westfall, and the following vote was recorded:

Chairman Montgomery yes  
Commissioner Spiers yes  
Commissioner Strayham yes  
Commissioner Westfall yes  
~~Commissioner David~~ \_\_\_\_\_

**WHEREUPON**, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 19th day of October, 2023.

  
Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto



ORDER NUMBER \_\_\_\_\_

**WHEREAS**, the West Jackson County Utility District (hereinafter, "the District") has entered into a contract with CB Developers, Inc. (hereinafter, "CBD") relating to Wastewater Facility Improvement Project, Phase 4; and

**WHEREAS**, Staff requests Board consideration and approval of **Pay Application No. 10** for the amount of **\$292,589.79** as recommended by Machado Patano, contingent upon approval by the Mississippi Department of Environmental Quality for currently reimbursable items; and

**WHEREAS**, the Board of Commissioners hereby finds that approval of this request is in the best interests of the District;

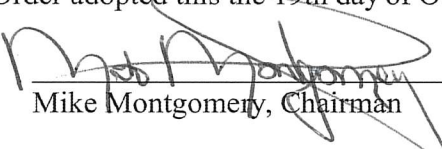
**IT IS THEREFORE ORDERED** by the Board of Commissioners of West Jackson County Utility District, that Pay Application 10 is hereby approved and authorized, contingent upon approval by the Mississippi Department of Environmental Quality.

**IT IS FURTHER ORDERED** that the Interim Director is authorized to execute any and all documents necessary for this purpose.

The motion to approve the foregoing Order was made by Westfall, seconded by Spiers, and the following vote was recorded:

Chairman Montgomery yes  
Commissioner Spiers yes  
Commissioner Strayham yes  
Commissioner Westfall yes  
~~Commissioner David~~ \_\_\_\_\_

**WHEREUPON**, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 19th day of October, 2023.

  
Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto



ORDER NUMBER \_\_\_\_\_

**WHEREAS**, the West Jackson County Utility District (hereinafter, "the District") may, from time to time, approve budget amendments in order to properly account for changes in financial status, assets, and/or expenditures; and

**WHEREAS**, the Interim Director has proposed a budget amendment to reflect the revisions detailed in the attached documentation; and

**WHEREAS**, the Board of Commissioners hereby finds that this budget amendment is in the best interests of the District;

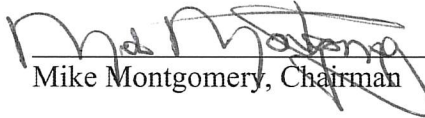
**IT IS THEREFORE ORDERED** by the Board of Commissioners of West Jackson County Utility District, that attached budget amendment is hereby approved and authorized.

**IT IS FURTHER ORDERED** that the Director is authorized to execute any and all documents necessary for this purpose.

The motion to approve the foregoing Order was made by Westfall, seconded by Spiers, and the following vote was recorded:

Chairman Montgomery yes  
Commissioner Spiers yes  
Commissioner Strayham yes  
Commissioner Westfall yes  
~~Commissioner David~~ \_\_\_\_\_

**WHEREUPON**, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 19th day of October, 2023.

  
Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto



ORDER NUMBER \_\_\_\_\_

**WHEREAS**, the West Jackson County Utility District (hereinafter, "the District") has previously approved an Employee Handbook; and

**WHEREAS**, the Director has requested Board approval of certain revisions to the Handbook, as indicated in the attached draft;

**WHEREAS**, the Board of Commissioners hereby finds that approval of such a request is in the best interests of the District;

**IT IS THEREFORE ORDERED** by the Board of Commissioners of West Jackson County Utility District, that the requested revisions are hereby approved and authorized.

**IT IS FURTHER ORDERED** that the Director is authorized to execute any and all documents necessary for this purpose.

The motion to approve the foregoing Order was made by Spiers, seconded by Westfall, and the following vote was recorded:

Chairman Montgomery yes  
Commissioner Spiers yes  
Commissioner Strayham yes  
Commissioner Westfall yes  
~~Commissioner David~~ \_\_\_\_\_

**WHEREUPON**, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 19<sup>th</sup> day of October, 2023.

Mike Montgomery  
Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto





ORDER NUMBER \_\_\_\_\_

**WHEREAS**, The Breakers OS, LLC (hereinafter, "Owner/Developer") owns certain real property located within the District (also known as "The Breakers Apartments"), which it intends to develop as an apartment complex; and

**WHEREAS**, the Owner/Developer requires assurance that the West Jackson County Utility District (hereinafter, "the District") will provide wastewater service and transportation for the Breakers Apartments; and

**WHEREAS**, in order to provide such services, additional off-site infrastructure is necessary; and

**WHEREAS**, Staff recommends the Owner/Developer and the District enter into a written agreement specifying the terms and conditions of the relationship between the parties for the above purposes; and

**WHEREAS**, the Board of Commissioners hereby finds it is in the best interests of the District to enter into the attached Memorandum of Agreement to memorialize these obligations;

**IT IS THEREFORE ORDERED** by the Board of Commissioners of West Jackson County Utility District, that the attached Memorandum of Agreement between the District and The Breakers OS, LLC is hereby approved and authorized.

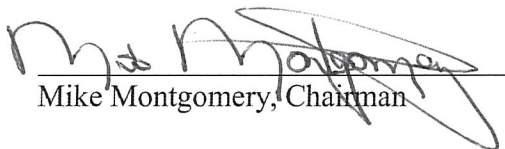
**IT IS FURTHER ORDERED** that the Director is authorized to execute any and all documents necessary for this purpose.

The motion to approve the foregoing Order was made by Westfall, seconded by Spiers, and the following vote was recorded:

Chairman Montgomery yes  
Commissioner Spiers yes  
Commissioner Strayham yes  
Commissioner Westfall yes  
~~Commissioner David~~ \_\_\_\_\_

**WHEREUPON**, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 19th day of October, 2023.



  
Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto

West Jackson County Utility District  
Docket of Claim  
As of October 19, 2023

|    | Vendor                                        |            |                    |              |
|----|-----------------------------------------------|------------|--------------------|--------------|
| 1  | Ace Data Storage, Inc.                        | 30.00      |                    | \$30.00      |
| 2  | AGJ Systems & Networks (3 invoices)           | 3,949.50   |                    | \$3,949.50   |
| 3  | Allied Universal Corp (3 invoices)            | 7,200.00   |                    | \$7,200.00   |
| 4  | Amazon                                        | 126.92     | <b>Paid Online</b> | \$126.92     |
| 5  | American Water Works Assoc.                   | 400.00     |                    | \$400.00     |
| 6  | AnSer                                         | 1,941.38   |                    | \$1,941.38   |
| 7  | Bay Pest Control                              | 75.00      |                    | \$75.00      |
| 8  | Blue Cross Blue Shield                        | 23,228.16  | <b>Auto Draft</b>  | \$23,228.16  |
| 9  | Boot Outlet, LLC (11 Invoices)                | 1,550.95   |                    | \$1,550.95   |
| 10 | Bordis & Danos                                | 5,000.00   |                    | \$5,000.00   |
| 11 | C Spire                                       | 442.56     | <b>Auto Draft</b>  | \$442.56     |
| 12 | Cadence Insurance, Inc. (4 invoices)          | 118,292.00 |                    | \$118,292.00 |
| 13 | Cardmember Services/Elan CC                   | 6,523.11   | <b>Paid Online</b> | \$6,523.11   |
| 14 | Center Point Energy (3 invoices)              | 96.53      | <b>Auto Draft</b>  | \$96.53      |
| 15 | Cintas Corporation (5 invoices)               | 1,500.81   |                    | \$1,500.81   |
| 16 | Coast Chlorinator & Pump Co. (2 invoices)     | 2,825.00   |                    | \$2,825.00   |
| 17 | David, Bryan                                  | 80.00      | <b>DD</b>          | \$80.00      |
| 18 | DMS Mail Management (2 invoices)              | 6,124.66   | <b>Auto Draft</b>  | \$6,124.66   |
| 19 | First Advantage Background Service            | 62.19      |                    | \$62.19      |
| 20 | Fuelman (4 weeks)                             | 4,870.82   | <b>Paid Online</b> | \$4,870.82   |
| 21 | Galloway Johnson Tompkins Burr & Smith        | 869.50     |                    | \$869.50     |
| 22 | Guardian                                      | 2,766.26   | <b>Auto Draft</b>  | \$2,766.26   |
| 23 | Gulf Breeze Landscaping                       | 2,380.00   |                    | \$2,380.00   |
| 24 | Gulf Coast Pump (3 invoices)                  | 5,784.75   |                    | \$5,784.75   |
| 25 | Gulf South Janitorial LLC                     | 950.00     |                    | \$950.00     |
| 26 | IBS of South Mississippi (2 invoices)         | 488.85     |                    | \$488.85     |
| 27 | IVR Technology Group, LLC                     | 276.83     |                    | \$276.83     |
| 28 | Jack Henry                                    | 131.05     | <b>Auto Draft</b>  | \$131.05     |
| 29 | Jackosn County Utility Authority              | 225,335.00 |                    | \$225,335.00 |
| 30 | Jay Lee Company LLC (3 invoices)              | 2,125.00   |                    | \$2,125.00   |
| 31 | Johnson Diesel, Inc.                          | 949.62     |                    | \$949.62     |
| 32 | Krupko, Gloria (damage reimbursement)         | 500.00     | <b>DD</b>          | \$500.00     |
| 33 | Lennys Technet                                | 419.20     |                    | \$419.20     |
| 34 | Lowes                                         | 509.69     | <b>Paid Online</b> | \$509.69     |
| 35 | Machado Patano, PLLC (4 invoices)             | 80,000.00  |                    | \$80,000.00  |
| 36 | Magnolia Consultants LLC                      | 1,750.00   |                    | \$1,750.00   |
| 37 | McClatchy Company LLC                         | 33.10      |                    | \$33.10      |
| 38 | Micro-Methods, Inc. (2 invoices)              | 120.00     |                    | \$120.00     |
| 39 | Mission Communications (2 invoices)           | 23,458.82  |                    | \$23,458.82  |
| 40 | Mississippi Power                             | 103.11     | <b>Auto Draft</b>  | \$103.11     |
| 41 | Mississippi Utility/Fergusons (9 invoices)    | 3,747.32   |                    | \$3,747.32   |
| 42 | Mississippi Valuations/Valbridge (2 invoices) | 1,800.00   |                    | \$1,800.00   |
| 43 | Mobile Solvent and Supply                     | 3,915.00   |                    | \$3,915.00   |
| 44 | Montgomery, Michael                           | 120.00     | <b>DD</b>          | \$120.00     |

## West Jackson County Utility District

## Docket of Claim

As of October 19, 2023

|                                     | Vendor                                     |                       |                    |                       |
|-------------------------------------|--------------------------------------------|-----------------------|--------------------|-----------------------|
| 45                                  | Pittman Howdeshell                         | 494.48                |                    | \$494.48              |
| 46                                  | Professional Auto Collision                | 2,680.30              |                    | \$2,680.30            |
| 47                                  | Pro-Lock Locksmith Service                 | 1,500.00              |                    | \$1,500.00            |
| 48                                  | Sams Club                                  | 433.99                | <b>Paid Online</b> | \$433.99              |
| 49                                  | Seymour Engineering                        | 6,150.00              |                    | \$6,150.00            |
| 50                                  | Sherwin Williams Co                        | 285.72                |                    | \$285.72              |
| 51                                  | Singing River Electric (3 invoices)        | 18,895.17             | <b>Auto Draft</b>  | \$18,895.17           |
| 52                                  | Singing River Health System                | 360.50                |                    | \$360.50              |
| 53                                  | South Ms. Business Machines                | 305.03                |                    | \$305.03              |
| 54                                  | Southern Pipe & Supply Co                  | 2,063.77              |                    | \$2,063.77            |
| 55                                  | Spiers, Curtis                             | 80.00                 | <b>DD</b>          | \$80.00               |
| 56                                  | Strayham, Joan                             | 120.00                | <b>DD</b>          | \$120.00              |
| 57                                  | Tank Pro, Inc. (2 invoices)                | 108,550.00            |                    | \$108,550.00          |
| 58                                  | VAL Security LLC                           | 85.00                 |                    | \$85.00               |
| 59                                  | Verizon Connect Fleet USA                  | 262.35                |                    | \$262.35              |
| 60                                  | Ward Engineering, Inc.                     | 9,850.00              |                    | \$9,850.00            |
| 61                                  | Waste Pro                                  | 464.00                | <b>Auto Draft</b>  | \$464.00              |
| 62                                  | Westfall, Andrew                           | 80.00                 | <b>DD</b>          | \$80.00               |
| 63                                  | Wright, J.H. & Assoc. Inc.                 | 12,800.00             |                    | \$12,800.00           |
| 64                                  | Deposit Refunds                            | \$4,756.18            |                    | \$4,756.18            |
| <b>TOTAL ACCOUNTS PAYABLE</b>       |                                            | <b>\$713,069.18</b>   |                    | <b>\$713,069.18</b>   |
| <b>Notes Payable, P/R, Taxes</b>    |                                            |                       |                    |                       |
| 65                                  | Payrolls 9/25/23 & 10/06/23 NET            | \$74,963.35           | <b>DD</b>          | \$74,963.35           |
| 66                                  | Payroll 941 taxes -09/25/23 & 10/06/23     | \$21,210.26           | <b>Paid Online</b> | \$21,210.26           |
| 67                                  | PERS contributions SEPT 2023               | \$27,726.03           | <b>Paid Online</b> | \$27,726.03           |
| 68                                  | MS Dept of Revenue- SEPT 2023 PR Tax Whldg | \$3,163.00            | <b>Paid Online</b> | \$3,163.00            |
| 69                                  | MS Dept of Revenue SEPT 2023 SALES TAX     | \$4,936.78            | <b>Paid Online</b> | \$4,936.78            |
| 70                                  | Ms Dep Rev - 2023 QTR 3 SUTA               | \$80.00               | <b>Paid Online</b> | \$80.00               |
| 71                                  | AFLAC (Employee Funded)                    | \$1,335.84            | <b>Paid Online</b> | \$1,335.84            |
| 72                                  | MSDEQ C280870-04-02                        | \$18,783.65           |                    | \$18,783.65           |
| 73                                  | MSDEQ C280870-02-02                        | \$12,245.38           |                    | \$12,245.38           |
| 74                                  | MSDEQ C280870-03-02                        | \$39,896.42           |                    | \$39,896.42           |
| 75                                  | MSDH Loans -03,04, 05, 06 & 07 & 08        | \$89,337.43           |                    | \$89,337.43           |
| Total N/P, P/R & Taxes              |                                            | <b>\$293,678.14</b>   |                    | <b>\$293,678.14</b>   |
| <b>TOTAL OPERATING FUNDS DOCKET</b> |                                            | <b>\$1,006,747.32</b> |                    | <b>\$1,006,747.32</b> |
| <b>CONSTRUCTION PAYMENTS</b>        |                                            |                       |                    |                       |
| <b>APPROVED BY BOARD: 9/21/2023</b> |                                            |                       |                    |                       |
| 76                                  | CB Developers SWR PH 4A - Pay App #9       | \$569,886.90          |                    | \$569,886.90          |
| 77                                  | L-J Contruction QC PH II - Pay App #3      | \$68,480.71           |                    | \$68,480.71           |
|                                     |                                            |                       |                    | \$0.00                |
| <b>TOTAL CONSTRUCTION PAYMENTS</b>  |                                            |                       |                    | <b>\$638,367.61</b>   |
|                                     |                                            |                       |                    |                       |
| <b>TOTAL DOCKET</b>                 |                                            |                       |                    | <b>\$1,645,114.93</b> |



# BUDGET 2024 – AMENDMENT

1. RECAP SHEET
2. SCHEDULE B – PAGES 4-5

WEST JACKSON COUNTY UTILITY DISTRICT  
RECAP BUDGET FYE 2024

**INCOME**

|                                                           |           |                      |
|-----------------------------------------------------------|-----------|----------------------|
| Net Operating Income - Schedule B (Page 4)                | \$        | 4,685,336.64         |
| Non-Operating Income/(Expense) Schedule B (Page 5)        | \$        | (474,579.77)         |
| ARPA & Restore Grant Proceeds Schedule B (Page 5)         | \$        | 5,311,313.00         |
| Liquid Asset Funds Available as of 8/31/2023 (Schedule A) | \$        | 899,036.49           |
| <b>Total Operating Income Available for YE 2024</b>       | <b>\$</b> | <b>10,421,106.37</b> |

**CAPITAL EXPENDITURES PROJECTED**

|                                                                     |           |                       |
|---------------------------------------------------------------------|-----------|-----------------------|
| Debt Service Loan Repayments - <b>Principal Only</b> - Schedule D   | \$        | (3,154,252.79)        |
| Total Capital Improvements from Operating Revenues - Schedule C     | \$        | (1,794,042.00)        |
| Total Capital Improvements from Capacity Fees - Schedule C          | \$        | (30,500.00)           |
| Total Capital Improvements Funded from ARPA Grants - Schedule C     | \$        | (4,000,000.00)        |
| Total Capital Improvements Funded from RESTORE Grant - Schedule C   | \$        | (1,311,313.00)        |
| Total Capital Improvements from Depreciation Account - Schedule C   | \$        | (68,000.00)           |
| Total Capital Funds from MOA / Developer Contributions - Schedule C | \$        | 656,750.00            |
| <b>Total Capital Expenditures for YE 2024</b>                       | <b>\$</b> | <b>(9,701,357.79)</b> |

**Additional Reserves Projected YE 2024 (Trf Monthly From Operating Income)**

|                                                                                |           |                     |
|--------------------------------------------------------------------------------|-----------|---------------------|
| Sewer Capacity Fees for Future Projects (150 Qty @ \$1,200.00) - Schedule B    | \$        | (180,000.00)        |
| Water Capacity Fees for Future Projects (150 Qty @ \$1,200.00) - Schedule B    | \$        | (180,000.00)        |
| Depreciation for Emergency Expenses (\$10,000.00 per month Trf from OP Income) | \$        | (120,000.00)        |
| <b>Additional Reserves Projected for YE 2024</b>                               | <b>\$</b> | <b>(480,000.00)</b> |

**Estimated Operating Balance FYE 9/30/2024**

|  |    |                   |
|--|----|-------------------|
|  | \$ | <b>239,748.58</b> |
|--|----|-------------------|

**Debt Service Covearge**

|                                       |    |              |
|---------------------------------------|----|--------------|
| Total Net Income - Schedule E         | \$ | 5,140,669.42 |
| Total Debt Service                    | \$ | 4,084,165.33 |
| Estimated Debt Service Coverage Ratio |    | 1.26         |

OPERATING CASH FLOW

Operating Budget FYE 2024

| BUDGET YE 2024                  | FY 2023<br>10 month Actual<br>as of July 31, 2023 | FY 2023<br>10 month Budget<br>as of July 31, 2023 | FY 2023<br>12 month Actual<br>Projected | FY 2023<br>12 month<br>Actual Budget | FY 2023<br>12 month Variance<br>Projected | FY 2024<br>FINAL BUDGET | BASIS FOR INCREASE / ADJUSTMENT                              |
|---------------------------------|---------------------------------------------------|---------------------------------------------------|-----------------------------------------|--------------------------------------|-------------------------------------------|-------------------------|--------------------------------------------------------------|
| Office Supplies-Water           | \$ 4,308.91                                       | \$ 4,956.80                                       | \$ 5,745.21                             | \$ 5,948.21                          | \$ (203.00)                               | \$ 6,032.47             | 105% Actual                                                  |
| Computer Equip/Supplies/Support | \$ 1,932.01                                       | \$ 2,503.40                                       | \$ 2,576.01                             | \$ 3,004.09                          | \$ (428.08)                               | \$ 2,704.81             | 105% Actual                                                  |
| Computer Equip/Supplies/Support | \$ 1,931.90                                       | \$ 2,296.90                                       | \$ 2,575.87                             | \$ 2,756.25                          | \$ (180.38)                               | \$ 2,704.66             | 105% Actual                                                  |
| Software/Licensing/Support      | \$ 41,030.10                                      | \$ 38,013.20                                      | \$ 54,706.80                            | \$ 45,615.83                         | \$ 9,090.97                               | \$ 51,604.01            | Actual Per Schedule                                          |
| Software/Licensing/Support      | \$ 42,929.93                                      | \$ 39,113.33                                      | \$ 57,239.91                            | \$ 46,521.53                         | \$ 10,718.38                              | \$ 90,024.01            | Actual Per Schedule (AMI Maint. Plan 34K)                    |
| Postage & Shipping-Sewer        | \$ 21,161.44                                      | \$ 19,190.50                                      | \$ 28,215.25                            | \$ 23,028.60                         | \$ 5,186.65                               | \$ 29,626.02            | 105% Actual                                                  |
| Postage & Shipping-Water        | \$ 21,192.91                                      | \$ 19,615.40                                      | \$ 28,257.21                            | \$ 23,538.46                         | \$ 4,718.75                               | \$ 29,670.07            | 105% Actual                                                  |
| Printing & Reproduction-Sewer   | \$ 11,746.09                                      | \$ 12,952.40                                      | \$ 15,661.45                            | \$ 15,542.88                         | \$ 118.57                                 | \$ 16,444.53            | 105% Actual                                                  |
| Printing & Reproduction-Water   | \$ 11,745.99                                      | \$ 12,952.30                                      | \$ 15,661.32                            | \$ 15,542.73                         | \$ 118.59                                 | \$ 16,444.39            | 105% Actual                                                  |
| Rent Expense-Water              | \$ 650.00                                         | \$ 650.00                                         | \$ 650.00                               | \$ 650.00                            | \$ -                                      | \$ 650.00               | Contract - Jackson County School District - Kippy Well Lease |
| Repair & Maint/Shop Supplies-S  | \$ 13,317.62                                      | \$ 14,570.20                                      | \$ 17,756.83                            | \$ 17,484.24                         | \$ 272.59                                 | \$ 18,644.67            | 105% Actual                                                  |
| Repair & Maint/Shop Supplies-W  | \$ 13,335.81                                      | \$ 14,570.10                                      | \$ 17,781.08                            | \$ 17,484.08                         | \$ 297.00                                 | \$ 18,670.13            | 105% Actual                                                  |
| Taxes and Licenses-SW           | \$ 18.91                                          | \$ 99.20                                          | \$ 25.21                                | \$ 119.04                            | \$ (93.83)                                | \$ 26.47                | 105% Actual                                                  |
| Taxes and Licenses-WT           | \$ 18.90                                          | \$ 99.20                                          | \$ 25.20                                | \$ 119.04                            | \$ (93.84)                                | \$ 26.46                | 105% Actual                                                  |
| Travel/Training/Licens Exp-Swr  | \$ 1,067.72                                       | \$ 3,563.20                                       | \$ 1,423.63                             | \$ 4,275.84                          | \$ (2,852.21)                             | \$ 4,489.63             | 105% Rebudget                                                |
| Travel/Training/Licens Exp-Wtr  | \$ 1,928.10                                       | \$ 5,004.60                                       | \$ 2,570.80                             | \$ 6,005.48                          | \$ (3,434.68)                             | \$ 6,305.75             | 105% Rebudget                                                |
| Alarm/Internet/Waste Exp-SW     | \$ 5,312.77                                       | \$ 6,525.80                                       | \$ 7,083.69                             | \$ 7,830.96                          | \$ (747.27)                               | \$ 7,437.88             | 105% Actual                                                  |
| Alarm/Internet/Waste Exp-WT     | \$ 5,312.61                                       | \$ 6,525.80                                       | \$ 7,083.48                             | \$ 7,830.96                          | \$ (747.48)                               | \$ 7,437.65             | 105% Actual                                                  |

|                                |                 |                 |                 |                 |                |                 |                                           |
|--------------------------------|-----------------|-----------------|-----------------|-----------------|----------------|-----------------|-------------------------------------------|
| Total Administrative Expense   | 425,928.04      | 428,839.39      | 567,904.05      | 493,066.29      | 74,837.76      | 593,650.77      |                                           |
| Total Expenses                 | 3,384,073.31    | 3,600,738.12    | 4,512,097.75    | 4,266,646.68    | 245,451.07     | 4,398,242.95    |                                           |
| Net Operating Income           | 4,317,369.35    | 4,238,147.98    | 5,756,492.47    | 5,140,016.61    | 616,475.86     | 4,685,336.64    |                                           |
| Non-operating Income/(Expense) |                 |                 |                 |                 |                |                 |                                           |
| Ad Valorem Tax Received-Sewer  | \$ 148,590.59   | \$ 156,750.00   | \$ 198,120.79   | \$ 165,000.00   | \$ 33,120.79   | \$ 190,195.96   | 96.0% Actual (Based on \$380K per year)   |
| Ad Valorem Tax Received-Water  | \$ 148,590.57   | \$ 156,750.00   | \$ 198,120.76   | \$ 165,000.00   | \$ 33,120.76   | \$ 190,195.93   | 96.0% Actual (Based on \$380K per year)   |
| Lease Income-Bonanza Site      | \$ 20,801.25    | \$ 20,801.25    | \$ 20,801.25    | \$ 20,801.25    | \$ -           | \$ 22,361.34    | Contract New Increase starts April 2024   |
| Lease Income-Walker Site       | \$ 19,243.04    | \$ 19,906.60    | \$ 23,887.87    | \$ 23,887.87    | \$ -           | \$ 23,887.87    | Contract                                  |
| Interest Income-Sewer          | \$ 21,321.59    | \$ 11,524.40    | \$ 21,321.59    | \$ 13,829.23    | \$ 7,492.36    | \$ 13,829.23    | Bond Series 2013 Refunded in Dec          |
| Interest Income-Water          | \$ 21,321.54    | \$ 11,524.40    | \$ 21,321.54    | \$ 13,829.26    | \$ 7,492.28    | \$ 13,829.26    | Bond Series 2013 Refunded in Dec          |
| Gain/Loss-Disposition of Asset | \$ -            | \$ (5,583.26)   | \$ -            | \$ (6,700.00)   | \$ (6,700.00)  | \$ -            | Actual No anticipated Sales for this year |
| Gain/Loss-Disposition of Asset | \$ -            | \$ (5,583.26)   | \$ -            | \$ (6,700.00)   | \$ (6,700.00)  | \$ -            | Actual No anticipated Sales for this year |
| Interest Expense-Sewer         | \$ (485,561.12) | \$ (488,995.66) | \$ (582,673.34) | \$ (577,742.06) | \$ (4,931.28)  | \$ (430,716.14) | Debt Schedule - Schedule D                |
| Interest Expense-Water         | \$ (572,591.44) | \$ (526,194.40) | \$ (687,109.73) | \$ (639,820.59) | \$ (47,289.14) | \$ (499,196.40) | Debt Schedule - Schedule D                |
| Fed/State Funds Recd-Sewer     | \$ 430.50       | \$ 1,666.70     | \$ 516.60       | \$ 2,000.00     | \$ (1,483.40)  | \$ 516.60       | Actual                                    |
| Fed/State Funds Recd-Water     | \$ 430.49       | \$ 1,666.70     | \$ 516.59       | \$ 2,000.00     | \$ (1,483.41)  | \$ 516.59       | Actual                                    |



Operating Budget FYE 2024

| BUDGET YE 2024                       | FY 2023<br>10 month Actual<br>as of July 31, 2023 | FY 2023<br>10 month Budget<br>as of July 31, 2023 | FY 2023<br>12 month<br>Actual Budget | FY 2023<br>12 month Variance<br>Projected | FY 2024<br>FINAL BUDGET | BASIS FOR INCREASE / ADJUSTMENT |
|--------------------------------------|---------------------------------------------------|---------------------------------------------------|--------------------------------------|-------------------------------------------|-------------------------|---------------------------------|
| Total non-operating revenue (exp)    | (677,422.99)                                      | (645,766.53)                                      | \$ (824,615.04)                      | \$ (42,208.61)                            | \$ (474,579.77)         |                                 |
| Net Income                           | \$ 3,639,946.36                                   | \$ 3,592,381.45                                   | \$ 4,315,401.57                      | \$ 63,419.88                              | \$ 4,210,756.88         |                                 |
| Items Not Requiring Cash             |                                                   |                                                   |                                      |                                           |                         |                                 |
| Depreciation-Sewer                   | \$ 1,158,397.50                                   | \$ 1,158,397.50                                   | \$ 1,390,077.00                      | \$ -                                      | \$ 1,446,351.69         | 100% Per Schedule               |
| Depreciation-Water                   | \$ 1,158,397.50                                   | \$ 1,158,397.50                                   | \$ 1,390,077.00                      | \$ -                                      | \$ 1,446,351.69         | 100% Per Schedule               |
| Net Income Less Depreciation         | \$ 1,323,151.36                                   | \$ 1,275,586.45                                   | \$ 1,535,247.57                      | \$ 63,419.88                              | \$ 1,318,053.50         |                                 |
| ARPA Grant Proceeds - SWR PH 3       |                                                   |                                                   |                                      |                                           | \$ 2,000,000.00         | Actual - Schedule C             |
| Grant Expenditures - ARPA SWR PH 3   |                                                   |                                                   |                                      |                                           | \$ (2,000,000.00)       | Actual - Schedule C             |
| ARPA Grant Proceeds - SWR PH 4B      |                                                   |                                                   |                                      |                                           | \$ 2,000,000.00         | Actual - Schedule C             |
| Grant Expenditures - ARPA SWR 4B     |                                                   |                                                   |                                      |                                           | \$ (2,000,000.00)       | Actual - Schedule C             |
| RESTORE Grant Proceeds - OFB Gravity |                                                   |                                                   |                                      |                                           | \$ 1,311,313.00         | Actual - Schedule C             |
| Grant Expenditures - RESTORE         |                                                   |                                                   |                                      |                                           | \$ (1,311,313.00)       | Actual - Schedule C             |
| Grants                               |                                                   |                                                   |                                      |                                           | \$0.00                  |                                 |

**MEMORANDUM OF AGREEMENT  
BETWEEN WEST JACKSON COUNTY UTILITY DISTRICT  
AND THE BREAKERS OS, LLC**

This Agreement is made and entered into by West Jackson County Utility District (hereinafter, "the District") and The Breakers OS, LLC (hereinafter, "Owner/Developer") on the 14<sup>th</sup> day of November, 2023 for the purpose of facilitating the development of certain real property identified herein.

The Agreement is as follows:

WHEREAS, the Owner/Developer owns certain real property located at 14912 Cook Rd., Biloxi, MS, which it intends to develop as an apartment complex (hereinafter, "the Breakers Apartment Complex"), as detailed on Civil Infrastructure Plans, attached hereto as "Exhibit A"; and

WHEREAS, the Owner/Developer requires assurance that the District will provide wastewater service and transportation for the Breakers Apartment Complex; and

WHEREAS, such assurances by the District will require certain on-site and off-site improvements; and

WHEREAS, the District has requested the Owner/Developer to design, purchase, construct, and install off-site sewer infrastructure by boring underneath Cook Rd. to provide a sewer connection from the District's existing sewer main to the Breakers Apartment Complex, utilizing 10" Certalok pipe and two (2) sanitary sewer manholes; and

WHEREAS, the new 10" sewer connection constructed by the Owner/Developer will allow the District to provide service to developments beyond the Breakers Apartment Complex, and includes higher quality materials than that which is typically utilized for District projects; and

WHEREAS, in exchange for this consideration, Owner/Developer has requested a partial waiver of sewer capacity fees, which would otherwise cost \$60,000.00; and

WHEREAS, the Owner/Developer and the District desire to enter into a written agreement specifying the terms and conditions of the relationship between the parties for the above purposes.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owner/Developer and the District hereby agree as follows:

1. The Owner/Developer's responsibilities are as follows:
  - a. Owner/Developer shall design, purchase, construct, and install on-site sewer infrastructure, as outlined in accordance with specifications, plans, and standards approved by the District



("on-site" refers to the real property owned and controlled by Owner/Developer in relation to this project).

- b. Owner/Developer shall design, purchase, construct, and install off-site sewer infrastructure by boring underneath Cook Rd. to provide a sewer connection from the District's existing sewer main to the Breakers Apartment Complex, utilizing 10" Certalok pipe and two (2) sanitary sewer manholes, in accordance with specifications, plans, and standards approved by the District ("off-site sewer infrastructure" and "off-site sewer improvements" refer to those improvements referenced above).
  - c. Upon completion and approval of the off-site improvements, said infrastructure shall immediately become the property of the District, and the Owner/Developer shall execute any documentation to complete this transaction.
  - d. Owner/Developer is responsible for any and all further permitting and regulatory approval necessary to complete all relevant improvements.
2. The District's responsibilities are as follows:
- a. The District will continue to assist Owner/Developer in developing an acceptable infrastructure plan for the off-site improvements described herein; and
  - b. Upon successful completion and testing of the off-site improvements referenced herein, the District will assume ownership and maintenance of said infrastructure.
  - c. The District will waive \$32,057.60 in sewer capacity fees for the Breakers Apartment Complex, which represents the estimated cost of installation of the off-site infrastructure referenced herein. The parties agree that the consideration received by the District has an equal or greater fair market value than the amount of the fees waived in association with this project.
  - d. The District agrees to bill routine water and sewer charges to the Owner/Developer and/or any assignees or subsequent owners based on the usage rates adopted by the District (which are subject to change) based on a reading of the development master meter. District shall have no obligation to read, replace, or maintain any individual meters associated within the development.
3. General Terms and Conditions:
- a. The parties hereto agree that the terms of this Agreement are contractual and not mere recitals.
  - b. Failure of the Owner/Developer to perform any or all of the obligations referenced herein

may result in the termination thereof by the District at its option.

- c. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
- d. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.
- e. This Agreement shall be governed and construed under the laws of the State of Mississippi.
- f. This Agreement constitutes the entire agreement between the parties, and each party acknowledges that there are no other or further agreements not expressly included herein, and that this Agreement may be modified, altered or amended only in writing, duly notarized and signed by each in the form of this original.
- g. Each party agrees that he/she/it will sign and execute any further or additional documents or other legal documents as may be necessary to consummate the provisions of this Agreement.
- h. This Agreement may be executed in a number of counterparts and each counterpart shall be considered as an original and have the same force and affect as an original.
- i. Owner/Developer may be served with this agreement and any notices related thereto at:

The Breakers OS, LLC  
P.O. Box 773  
Ocean Springs, MS 39564

- j. West Jackson County Utility District may be served with this agreement and my notices related thereto at:

Director  
West Jackson County Utility District  
7200 McCann Rd.  
Biloxi, MS 39532

- k. Should any portion of this agreement be deemed illegal by a Court of competent legal jurisdiction, or by any state agency, including but not limited to the attorney general's office or the state auditor's office, the obligations and recitals contained herein shall become void and unenforceable.

DATED, this the 14<sup>th</sup> day of <sup>November</sup>~~October~~, 2023.

*(Signature page to follow)*

The Breakers OS, LLC

  
By: Joe Clay  
Authorized Agent

West Jackson County Utility District

  
By: Brian Bennett, Interim Director

STATE OF Mississippi

COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Brian Bennett, who acknowledged to me that he, as a duly authorized agent of West Jackson County Utility District, has the authority to bind said entity as the Interim Director, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of West Jackson County Utility District, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14<sup>th</sup> day of November, A.D., 2023.

Donna Catalanatto

NOTARY PUBLIC

My Commission Expires: Jan. 17, 2026





STATE OF Mississippi  
COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Joe Cloud, who acknowledged to me that he, as a duly authorized member or manager of The Breakers OS, LLC, has the authority to bind said entity as owner/developer of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of The Breakers OS, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14<sup>th</sup> day of November, A.D., 2023.

Shasta Wood

NOTARY PUBLIC

My Commission Expires: 3-18-26



CIVIL INFRASTRUCTURE PLANS FOR:

# THE BREAKERS APARTMENTS

14912 COOK ROAD  
BILOXI, MISSISSIPPI

PREPARED FOR:

## OAK CAPITAL, LLC

MR. CHRIS EATON  
P.O. BOX 773  
OCEAN SPRINGS, MISSISSIPPI 39556  
(228) 806-8927

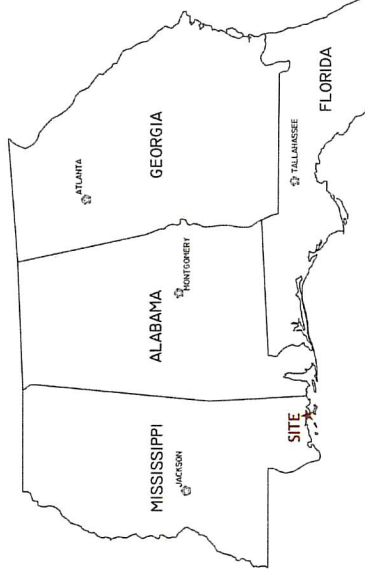
PREPARED BY:



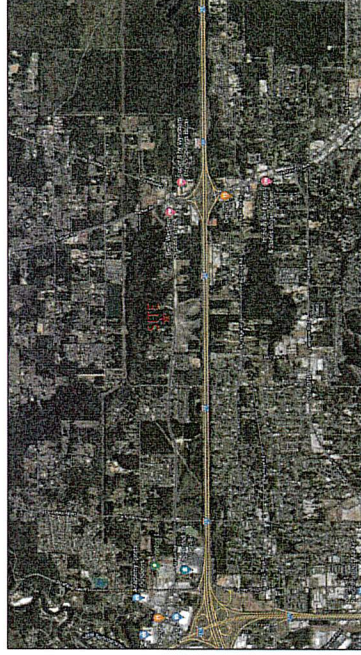
1249 PENCARRO BLVD  
FOLLEY, ALABAMA 36535  
(251) 269-8689  
jvw@wooteneng.com

SHEET INDEX:

| C-01               | TITLE                                 |
|--------------------|---------------------------------------|
| C-02               | SITE PLAN                             |
| C-03               | GRADING & DRAINAGE PLAN               |
| C-04               | GRADING & DRAINAGE PLAN               |
| C-05               | GRADING & DRAINAGE PLAN               |
| C-06               | UTILITY PLAN                          |
| C-07               | SANITARY SEWER PROFILES               |
| C-08               | EROSION & SEDIMENT CONTROL PLAN       |
| C-09               | SITE DETAILS                          |
| C-10               | DUMPSTER ENCLOSURE DETAILS            |
| C-11               | LANDSCAPE DETAILS                     |
| C-12               | EROSION CONTROL DETAILS               |
| REFERENCE DRAWINGS |                                       |
| D1-01 - D1-04      | WACUD STANDARD SANITARY SEWER DETAILS |
| D2-01 - D2-02      | WACUD STANDARD WATER DETAILS          |



REGIONAL MAP  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

PROJECT DATA:

|                                            |                                                           |
|--------------------------------------------|-----------------------------------------------------------|
| PROJECT NO. WEL-14-01                      | DATE 2/16/2023                                            |
| PROJECT NAME THE BREAKERS APARTMENTS       | PREPARED BY JMW                                           |
| PROJECT LOCATION 14912 COOK RD, BILOXI, MS | PROJECT FILE WEL-14-01 Breakers Apts.dwg                  |
| REVISION NO.                               | REVISION DESCRIPTION                                      |
| 1                                          | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 2                                          | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 3                                          | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
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| 90                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 91                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 92                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 93                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 94                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 95                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 96                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 97                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 98                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 99                                         | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |
| 100                                        | REVISED PER CLIENT REQUEST TO LOWER IMPORTED FILL VOLUMES |







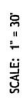
[illegible]

**OAK CAPITAL, LLC**  
CONTACT: MR. CHRIS EATON  
P.O. BOX 773  
OCEAN SPRINGS, MISSISSIPPI 39566  
eatonpropertiesllc@gmail.com



14912 COOK ROAD  
BLOXI, MISSISSIPPI

(251) 269-8689  
jw@woodcliff.com



**SHEET LEGEND:**

[illegible]

PREPARED FOR:

**OAK CAPITAL, LLC**  
CONTACT: MR. CHRIS EATON  
P.O. BOX 773  
OCEAN SPRINGS, MISSISSIPPI 39566  
eatonpropertiesllc@gmail.com



## UTILITY PLAN

14912 COOK ROAD  
BILLOXI, MISSISSIPPI

|          |                                                                                   |
|----------|-----------------------------------------------------------------------------------|
| 04/23/17 |  |
| 05/19/17 |  |
| 07/06/17 |  |

REVISIONS:

DATE:

DRAWN BY:

PROJECT NO:

DRAWING FILE:

**DRAWING DATA:**

**WOOTEN ENGINEERING**  
CIVIL PLANNING + DESIGN  
1249 Permaro Blvd  
Foley, Alabama 36535  
www.wooteneng.com  
(251) 269-8689  
jrw@wooteneng.com



SCALE: 1" = 30'

**SHEET LEGEND:**

**PREPARED FOR:**

**OAK CAPITAL, LLC**  
CONTACT: MR. CHRIS EATON  
P.O. BOX 773  
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eatonpropertiesllc@gmail.com

**UTILITY NOTES:**

1. UTILITY TRUCKS (UTILITY TRUCKS) ARE NOT CALIBRATED. CONTRACTOR IS RESPONSIBLE FOR HAVING UTILITY TRUCKS PRIOR TO THE BEGINNING OF LOCATING.
2. UTILITY TRUCKS SHOULD BE CALIBRATED AND ASSESSED TO HAVE THEIR RESPECTIVE LOCATING DEVICES IN THE BEST CONDITION POSSIBLE PRIOR TO THE BEGINNING OF LOCATING.
3. THE LOCATIONS SHOWN HEREON ARE AS PROVIDED BY BIDDENARY AND TOPOGRAPHIC SURVEYS BY GEO-SURVEYING, INC.
4. CONTRACTOR SHALL COORDINATE THE RELOCATION OF UTILITIES WITH THE RESPECTIVE UTILITY PROVIDERS PRIOR TO THE BEGINNING OF CONSTRUCTION.
5. UTILITY TRUCKS SHALL BE CUT WITH A MACHINE THAT REMOVES AT LEAST THE MINIMUM REQUIRED WIDTH OF THE UTILITY TRENCH WITH A MINIMUM NECESSARY TO LAID THE RESPECTIVE UNDERGROUND UTILITY.
6. UTILITY LINES SHALL BE Laid WITH A MINIMUM OF CLEAN SAND BEDDING MATERIAL.
7. THE DEPTH 12 INCHES OF BACKFILL, IN A UTILITY TRENCH, SHOULD BE CLEAN SAND WITH A MINIMUM OF 90 PERCENT PASSING NO. 40 SIEVE. THE REMAINING 10 PERCENT SHOULD BE FINER SAND OR FILLER.
8. IF PLACED IN LOTS, IN A UTILITY TRENCH, SHOULD BE COMPACTED TO A MINIMUM 95 PERCENT.
9. SUBSEQUENT LOTS, IN A UTILITY TRENCH, SHOULD BE AT LEAST 80 PERCENT. THESE SHOULD BE CLEAN GRANULAR SAND WITH NO MORE THAN 10 PERCENT PASSING A NUMBER 200 SIEVE, AND SHOULD BE COMPACTED TO AT LEAST 90 PERCENT.
10. THE TOP LAYER, IN A UTILITY TRENCH, SHOULD BE COMPACTED TO 90 PERCENT SPO.
11. THE CONTRACTOR IS RESPONSIBLE FOR GIVING ADEQUATE NOTICE TO AND COORDINATING WITH THE UTILITY COMPANIES WHO INSTALL THE GAS SERVICE LINES, POWER LINES, TELEPHONE LINES, AND CABLE LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE UTILITY COMPANIES AS PROVIDED IN THE RESPECTIVE UTILITIES.

## WATER &amp; SEWER NOTES:

- WATER SERVICE SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ANY WATER SERVICE MAINS IN ANY DISTRICT, TRAIL, OR REGULATION AND STANDARD SPECIFICATIONS (LOCAL, STATE, FEDERAL).
- SANITARY SEWER SERVICE SHALL BE INSTALLED ACCORDING TO WEST VIRGINIA'S LATEST EDITION UTILITY DISTRICT RULES AND REGULATIONS AND STANDARD SPECIFICATIONS. LATEST EDITION CONTRACTORS SHALL NOTIFY ALL UTILITY COMPANIES 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.
- ALL WATER MAINS SHALL BE 30" DIA. C900 GRP 334 PSI PER SIZE NOTED ON PLANS. ALL PLANNED WATER MAINS AND WATER SERVICES SHALL HAVE 1'-6" GAUGE TAPES WIRE AND MARKER TIE.
- ALL SANITARY SEWER GUY WIRE SHALL BE SIZE 25# 356 ASTM A304.
- ALL WATER LOCATIONS SHOWN ON PLANS ARE APPROXIMATE AND MAY BE ADJUSTED TO ANY SIZE MAIN AND TOWN SHOWN RECORD.
- ALL WATER LOCATIONS SHALL BE LOCATED INDIVIDUALLY BY A MINIMUM OF 1' TO 2' FROM THE EXISTING WATER MAINS. THE LOCATION SHALL BE IDENTIFIED BY A MARKER TIE. THE WATER MAIN TO BE LOCATED HEREIN IS NOT DEEPER THAN 10' NOT EXCEEDING 12' DEPT. WATER MAIN IS APPROXIMATELY 3" BELOW WATER TAPES IN THIS LOCATION.
- THE WATER AND SANITARY SEWERS SHALL BE SEPARATED VERTICALLY BY A MINIMUM OF 1' AT ALL LOCATIONS. THE WATER MAINS SHALL BE LOCATED TO THE LEFT OF THE SANITARY SEWERS AND NOT LOCATED WITHIN 12" OF THE OPPOSITE LINE.
- ALL SANITARY SEWERS SHALL BE LOCATED BELOW THE TOWN SEWER SYSTEM. CONTRACTOR TO ENSURE THAT PIPE SIZE IN EACH SUEY IS NOT LOCATED WITHIN 12" OF A DEEPER SIZE OF THE EXISTING TOWN SEWER.
- CONTRACTOR IS RESPONSIBLE FOR IDENTIFICATION OF EXISTING UTILITY LINE, LOCATION, DEPTH, ETC. PRIOR TO BEGINNING REMEDIATION AND PRIOR TO INSTALLATION.
2. CONTRACTORS SHALL RECORD MEASUREMENTS OF ALL UTILITIES FROM THE NEAREST PROPERTY LINE. MEASUREMENTS SHALL BE TAKEN PRIOR TO ENGINEER AT COMPLETION OF PROJECT IN THE PRESENCE OF "AS BUILT" DRAWING.
- CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION WITH ANY EXISTING UTILITIES OR WITH ANY UTILITIES NOT SHOWN ON PLANS.
- THIS UTILITY IS NOT A NEW LOCATION OF UNDERGROUND CONDUIT FOR POWER, TELEPHONE, ETC. ADDITIONAL BURNINGS MAY BE PROCEEDED FROM THE RESPECTIVE UTILITY LOCATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFICATION OF THE EXISTING CONDUIT AND THE LOCATION OF THE CONDUIT SHALL BE IDENTIFIED BY THE ENGINEER FOR APPROVAL. PRIOR TO MAKING ANY FIELD MEASUREMENTS.
3. ALL EXISTING UTILITIES OF WATER AND SANITARY SEWERS SHALL BE ADEQUATE TO ACCOMMODATE WITH VARIOUS SPECIFICATIONS. TESTING SHALL OCCUR AFTER UTILITY AND TOWN GRADES HAVE BEEN INSTALLED. CHANGES TO EXISTING MAINS AND TRENCHES HAVE BEEN IDENTIFIED BY THE ENGINEER.
4. ALL EXISTING WATER MAINS IN EXISTING SUEY OR IN EXISTING UTILITY WILL BE REMOVED OR REPLACED AS A NECESSARY MEASURE AT NO COST TO THE OWNER.

### MINDEQ DEFLECTION TEST REQUIREMENTS:

1. DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS.
2. NO PIPE SHALL EXCEED A DEFLECTION OF 5%.
3. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL OR MANHOLE, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE.
4. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.

## ELECTRICITY NOTES:

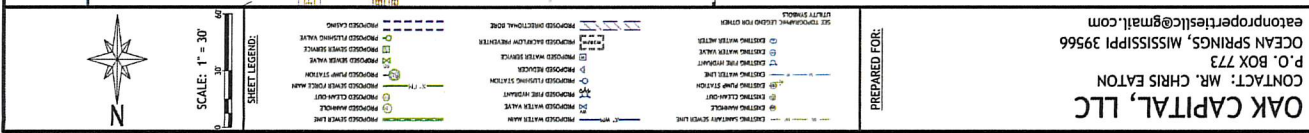
1. CONDUIT PLANS MAY BE PROVIDED TO SHOW APPROXIMATE LOCATIONS FOR AREA LIGHTING AND SERVICE. WOOTEN ENGINEERING DOES NOT PROVIDE ELECTRICAL ENGINEERING DESIGN SERVICES.
2. ALL ELECTRICAL SYSTEMS RELATED TO THIS PROJECT SHALL BE DESIGNED BY OTHERS.
3. THE HORIZONTAL PATH AND DEPTH OF BURY FOR ALL CONDUIT ARE TO BE FIELD FIT NOT TO INTERFERE WITH OTHER UTILITIES AND DRAINAGE SYSTEMS.

**SANITARY SEWER DESIGN CRITERIA:**

1. PLANNED DAILY FLOW RATE = 100 GPD PER BEDROOM + 50 GPD INFILTRATION.
2. 312 PLANNED BEDROOMS + 1 BEDROOM FOR OFFICE = 313 BEDROOMS
3. PEAK FACTOR = 4.07
4. DESIGN PEAK FLOW = 127,595 GPD  $\approx$  89 CFS
5. SEWER DESIGN SAMPLE MH-3 TO MH-2

|                                                     |
|-----------------------------------------------------|
| DESIGN PEAK FLOW = 127,595 GPD ** 89 GPM @ 0.20 CFS |
| SEWER DESIGN SAMPLE MH-3 TO MH-2                    |
| PEAK DESIGN FLOW RATE (GPM): 89                     |
| PIPE DIAMETER (IN): 8.00                            |
| MANRINGS IN: 0.013                                  |
| LENGTH (FT): 261.00                                 |
| SLOPE (FT/FT): 0.0040                               |
| FLOW DEPTH (IN): 2.78                               |
| VELOCITY (FPS): 1.84                                |





14912 COOK ROAD  
BILOXI, MISSISSIPPI

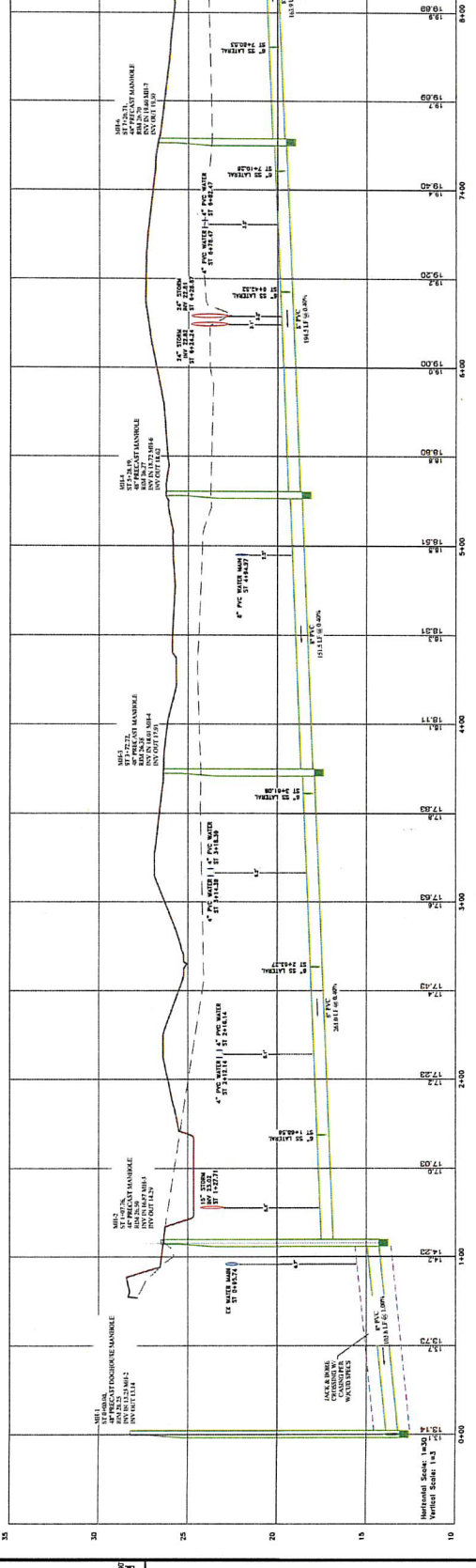
**DRAWING DATA:**

WE21-16-031  
 WE21-016-UTILITY.dwg  
 July 6, 2023  
 JWW

WORKED BETWEEN  
 157' - DISCARD ALL PREVIOUS  
 157' - DISCARD ALL PREVIOUS  
 157' - DISCARD ALL PREVIOUS



**WOOTEN ENGINEERING**  
CIVIL PLANNING + DESIGN



**PREPARED FOR:**

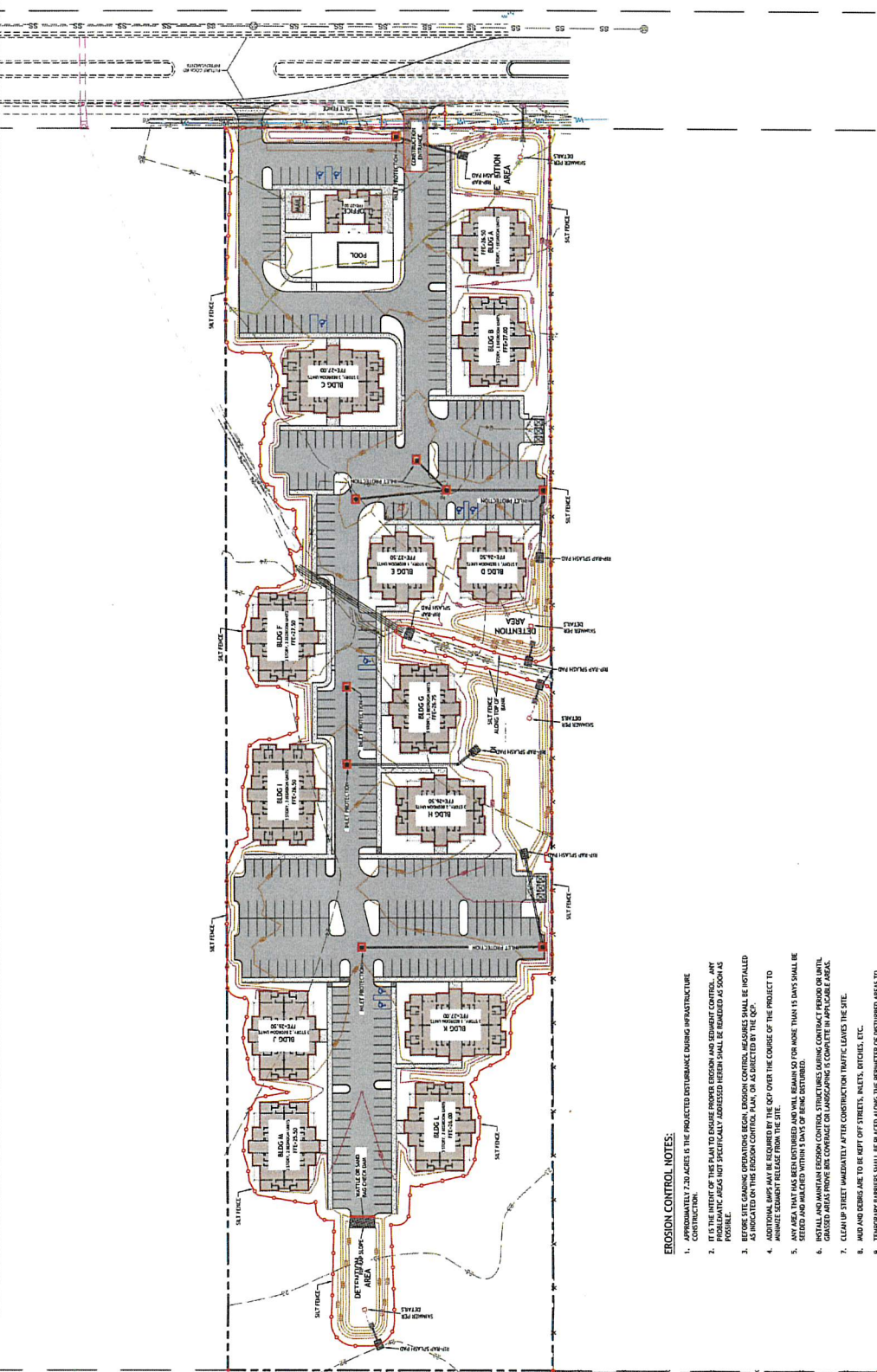
- [illegible]



**THE BREAKERS APARTMENTS**  
EROSION & SEDIMENT CONTROL PLAN

[illegible]


**WOOTEN**  
**ENGINEERING**  
 CIVIL PLANNING + DESIGN  
 1249 Pecanera Blvd  
 Foley, Alabama 36535  
 www.wooteneng.com  
 jwooten@wooteneng.com  
 (251) 259-6589



**EROSION CONTROL NOTES:**

- [illegible]

**PREPARED FOR:**

**OAK CAPITAL, LLC**  
CONTACT: MR. CHRIS EATON  
P.O. BOX 773  
OCEAN SPRINGS, MISSISSIPPI 39566  
eatonpropertiesllc@gmail.com



SCALE: 1" = 50'

**SHEET LEGEND:**

HOLD

100%

NAME \_\_\_\_\_

CO \_\_\_\_\_

DATE \_\_\_\_\_

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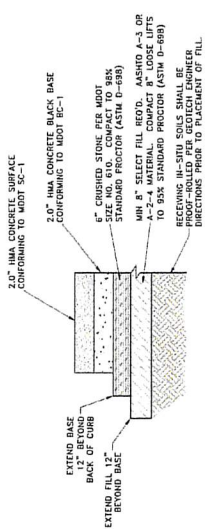


PROJECT SPECIFICATIONS:

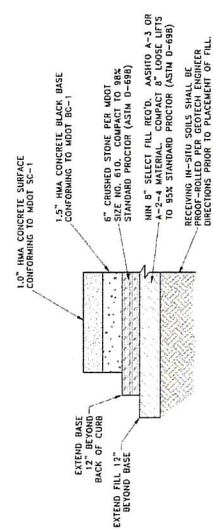
1. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS NOTED IN THESE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH AND ABIDE BY THE RESPECTIVE SPECIFICATIONS. FAILURE TO FOLLOW THE SPECIFICATIONS NOTED IN THESE PLANS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH AND ABIDE BY THE RESPECTIVE SPECIFICATIONS. FAILURE TO FOLLOW THE SPECIFICATIONS NOTED IN THESE PLANS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH AND ABIDE BY THE RESPECTIVE SPECIFICATIONS.
2. MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND STANDARD SPECIFICATIONS, LATEST EDITION.
3. CITY OF BILOXI BEACH STANDARDS AND SPECIFICATIONS, CURRENT EDITION.
4. WOOTEN ENGINEERING, LLC PROJECT SPECIFICATIONS.

PREPARED FOR:

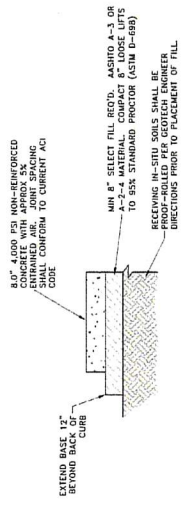
OAK CAPITAL, LLC  
CONTACT: MR. CHRIS EATON  
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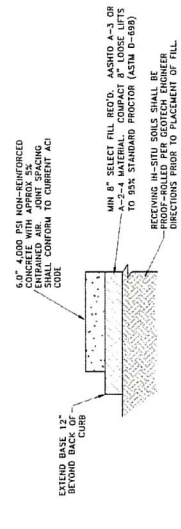
HEAVY DUTY ASPHALTIC CONCRETE PAVING STRUCTURE  
NOT TO SCALE



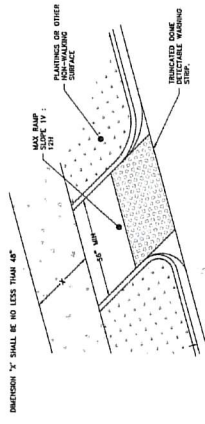
STANDARD ASPHALTIC CONCRETE PAVING STRUCTURE  
NOT TO SCALE



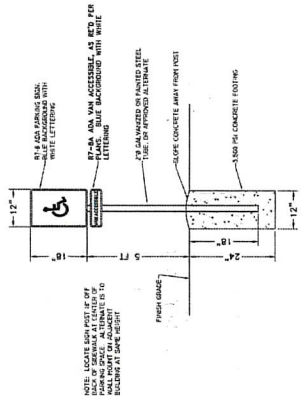
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NOT TO SCALE



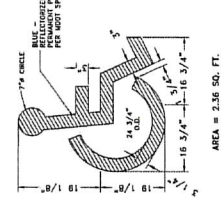
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NOT TO SCALE



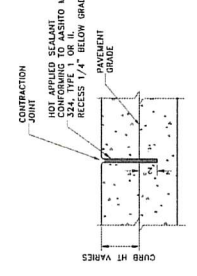
ADA RAMP DETAIL  
NOT TO SCALE



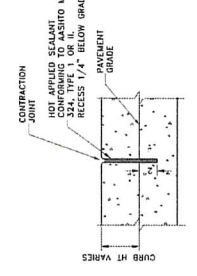
ADA SIGN DETAIL  
NOT TO SCALE



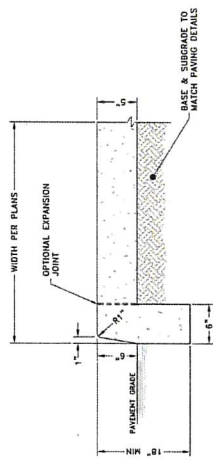
ADA PAVEMENT MARKING SYMBOL  
NOT TO SCALE



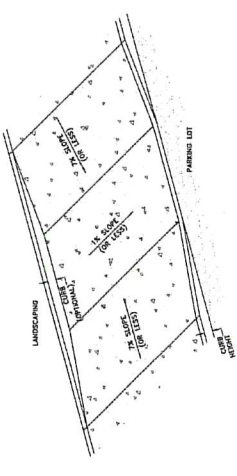
VERTICAL CURB  
NOT TO SCALE



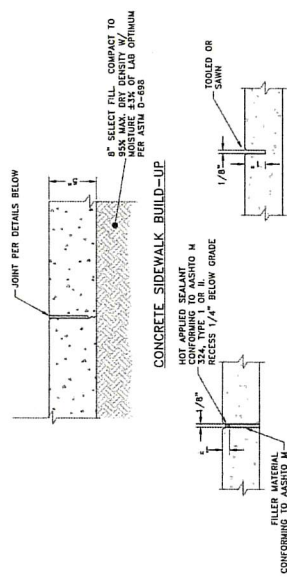
CURB CONTRACTION JOINT DETAIL  
NOT TO SCALE



TURN-DOWN WALK DETAILS  
NOT TO SCALE



ADA RAMP DETAIL  
NOT TO SCALE



CONCRETE SIDEWALK BUILD-UP  
NOT TO SCALE

- NOTES:
1. CONTRACTION JOINT SHALL BE REQUIRED EVERY 5 LINEAR FEET.
  2. EXPANSION JOINT SHALL BE REQUIRED EVERY 25 LINEAR FEET.
  3. EXPANSION JOINTS SHALL BE REQUIRED AT ALL ADA RAMPS.

CONCRETE SIDEWALK DETAILS  
NOT TO SCALE

WOOTEN ENGINEERING + DESIGN  
CIVIL PLANNING & DESIGN  
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(251) 369-8689  
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DRAWING DATA:

|                 |              |
|-----------------|--------------|
| PROJECT NUMBER: | WC21-16-031  |
| DATE:           | July 6, 2022 |
| DRAWING BY:     | JWW          |
| CHECKED BY:     | JWW          |
| REVISIONS:      |              |
| 01/17/2023      | REVISIONS    |
| 06/19/2023      | REVISIONS    |
| 06/19/2023      | REVISIONS    |

SITE DETAILS  
THE BREAKERS APARTMENTS  
14912 COOK ROAD  
BILOXI, MISSISSIPPI





FOUNDATION

WALL

#57 STEEL REINFORCEMENT

12" THICK

24" HIGH

12" WIDE

12" THICK

| STANDARD DIMENSIONS |      |      |      |      |      |      |  |  |  |  |
|---------------------|------|------|------|------|------|------|--|--|--|--|
| SIZE                | H    | J    | W    | X    | Y    | Z    |  |  |  |  |
| (in)                | (in) | (in) | (in) | (in) | (in) | (in) |  |  |  |  |
| HW-12               | 30   | 12   | 48%  | 35   | 24   | 21%  |  |  |  |  |
| HW-15               | 30   | 12   | 48%  | 35   | 24   | 21%  |  |  |  |  |
| HW-18               | 30   | 12   | 48%  | 35   | 24   | 21%  |  |  |  |  |
| HW-24               | 36   | 18   | 69%  | 42   | 36   | 28%  |  |  |  |  |
| HW-30               | 49   | 18   | 97%  | 56   | 48   | 43%  |  |  |  |  |
| HW-24A              | 49   | 18   | 97%  | 56   | 48   | 43%  |  |  |  |  |
| HW-30A              | 49   | 18   | 97%  | 56   | 48   | 43%  |  |  |  |  |

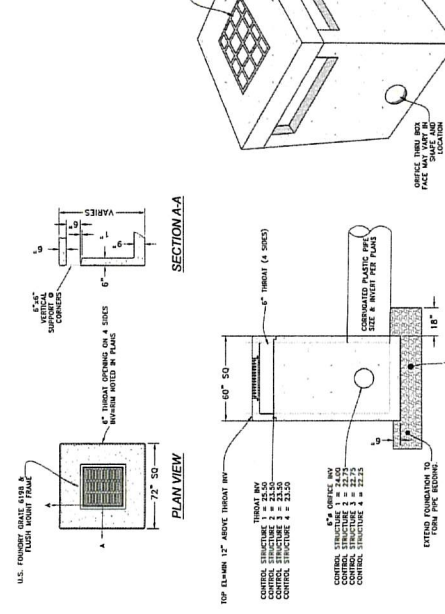
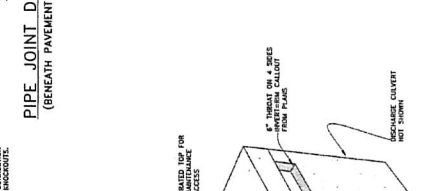
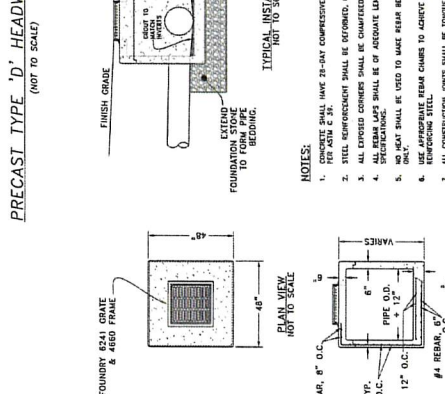
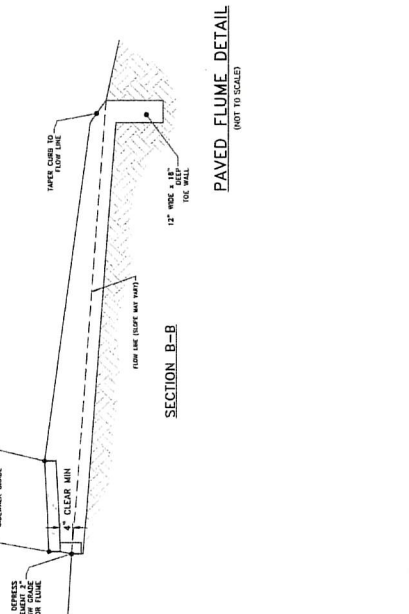
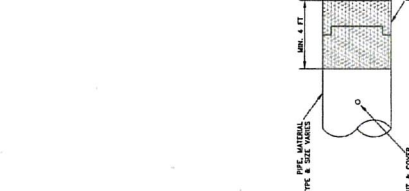
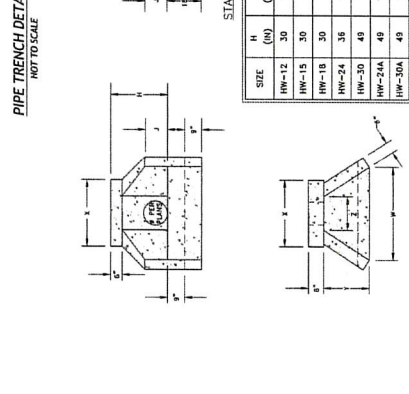
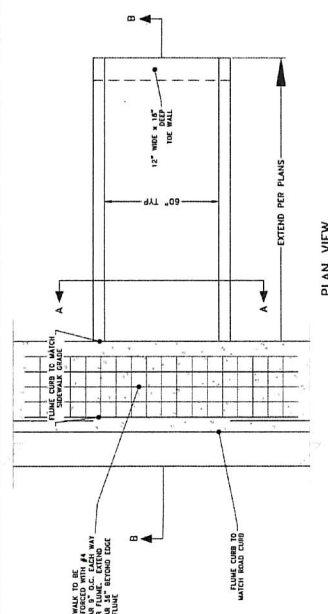
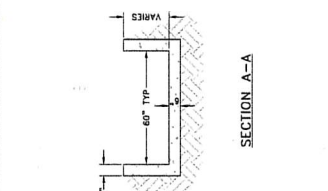
**PIPE TRENCH DETAIL**  
**NOT TO SCALE**

|                        |                        |
|------------------------|------------------------|
| D                      | d                      |
| (PIPE DIA OR ARCH INT) | (PIPE DIA OR ARCH INT) |
| 60" DIA OR LESS        | 60"                    |
| 66" OR GREATER         | 6"                     |

MEASURING DEPTH BELOW PIPE

**NOTES:**

1. SHALL BE 45° OR SHARPER. TRENCHING SHALL BE 45° IN TRENCH DEPTH. TRENCHING SHALL BE 15° ABOVE THE TOP OF THE PIPE.
2. MINIMUM OF 12" ABOVE THE TOP OF THE PIPE.
3. PAPER LARGER THAN 42" OF SHEET SHALL BE USED. TRENCHING SHALL BE REQUIRED TO ACHIEVE PROPER TRENCHING. TRENCHING SHALL BE REQUIRED FOR HANDS AND SUFFICATIONS. TRENCHING SHALL BE REQUIRED FOR HANDS AND SUFFICATIONS.
4. SHAPE REQUIRED TO ACCOMMODATE PIPE BELL.
5. WHERE APPLICABLE.
6. THE CONTRACTOR SHALL TAKE SPECIAL CARE TO PROTECT THE EXISTING PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE.
7. BACKFILL SHALL BE BROUGHT UP EVENLY ON BOTH SIDES OF THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PIPE.



TAIL EXTERIOR ISOMETRIC

CONTROL STRUCTURE DETAILS

(NOT TO SCALE)

## INSTALLATION

RESPECTIVE SPECIFICATION. FAILURE TO FOLLOW THE SPECIFICATION OR THE ENGINEER'S DIRECTION SHALL LEAD TO REWORK NOT PAYABLE BY THE DEVELOPER.

MASSPORT DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, CURRENT EDITION.

UTILITY PROVISIONS, RULES & REGULATIONS AND STANDARD SPECIFICATIONS, LATEST EDITION.

CITY OF STAMFORD STANDARDS AND SPECIFICATIONS, CURRENT EDITION.

WOODIER ENGINEERING, LLC PROJECT SPECIFICATIONS

**OAK CAPITAL, LLC**  
CONTACT: MR. CHRIS EATON  
P.O. BOX 773  
OCEAN SPRINGS, MISSISSIPPI 39566  
eatonpropertiesllc@gmail.com





